

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

INTEGRAMED AMERICA, INC., a
Delaware corporation,

Plaintiff,

vs.

GRANT W. PATTON, JR.;
SOUTHEASTERN FERTILITY CENTER
P.A., a South Carolina professional
association; and SOUTHEASTERN
FERTILITY CENTER, P.A. A/K/A OR
F/N/A SOUTHEASTERN FERTILITY
CENTER II, P.A., a South Carolina
professional association,

Defendants.

CIVIL ACTION NO. 2:12-cv-03566-PMD

**CONSENT ORDER ADOPTING
SETTLEMENT AGREEMENT AND
ENDING THIS CASE**

GRANT W. PATTON, JR.;
SOUTHEASTERN FERTILITY CENTER
P.A., a South Carolina Professional
Association; and SOUTHEASTERN
FERTILITY CENTER, P.A. A/K/A OR
F/K/A SOUTHEASTERN FERTILITY
CENTER II, P.A., a South Carolina
Professional Association,

Third Party Plaintiffs,

vs.

JOHN A. SCHNORR, M.D.,

Third Party Defendant.

This matter came before the Court on the motion of all parties in the case to adopt a settlement agreement that fully ends this lawsuit. The complete terms of the settlement agreement are as follows:

1. Plaintiff INTEGRAMED AMERICA, INC., a Delaware corporation (“Integramed”), and Defendants GRANT W. PATTON, JR. (“Patton”), SOUTHEASTERN

FERTILITY CENTER P.A., a South Carolina professional association ("SEFC"), and SOUTHEASTERN FERTILITY CENTER, P.A. A/K/A OR F/N/A SOUTHEASTERN FERTILITY CENTER II, P.A., a South Carolina professional association ("SEFCII"), hereby forever dismiss with prejudice all claims and counterclaims that they have asserted and could have asserted against each other in this case.

2. The Business Services Agreement dated April 24, 2008, between Integramed and SEFC, and all obligations arising therefrom (whether arising by the terms of the document or by operation of law), are hereby fully terminated in their entirety and shall have no further effect, force, or validity.

3. The Personal Responsibility Agreement dated 24, 2008, between Integramed and Patton, and all obligations arising therefrom (whether arising by the terms of the document or by operation of law), are hereby fully terminated in their entirety and shall have no further effect, force, or validity.

4. Patton, SEFC, and SEFC II are free to practice without regard to any claim or limitation that he signed a non-competition agreement.

5. Integramed will pay Patton's share of the mediator's fees directly to the mediator (attorney Bill Lyles); in other words, Integramed will pay the full amount of the mediator's bill.

6. Integramed, on one hand, and Patton, SEFC and SEFCII, on the other hand, on behalf of themselves and their respective heirs, representatives, successors and assigns, do hereby fully, completely and forever release, acquit and discharge each other (and their respective past and present owners, shareholders, officers, directors, employees) from any and all known, unknown, unforeseen, and unanticipated injuries, damages, losses, demands, claims,

suits, and causes of action of any and every kind or nature imaginable that they have asserted or could have asserted against each other in this action.

7. This Court shall retain jurisdiction to enforce the terms of this settlement agreement.

By prior Order in this case (ECF No. 19) Third-Party Plaintiff's Claims against Third-Party Defendant John W. Schnorr, M.D. ("Schnorr") were stayed and referred to an ongoing arbitration proceeding before attorney Wade Logan. Schnorr is a party to this present Consent Order solely for the procedural purpose of allowing the Court to fully close this case, and the above-stated settlement terms are not intended to have any affect on the arbitration proceedings or the claims against Schnorr pending before Wade Logan.

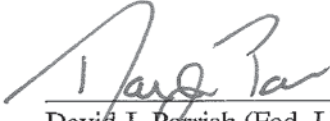
Accordingly, on the motion and consent of the parties, through their undersigned counsel, the settlement agreement set forth hereinabove is approved and adopted as an Order of this Court, to be fully enforceable by the contempt powers of this Court.

SO ORDERED.


PATRICK MICHAEL DUFFY
United States District Judge

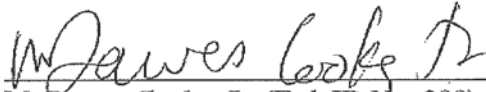
April 7, 2015

WE SO MOVE AND CONSENT:



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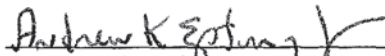
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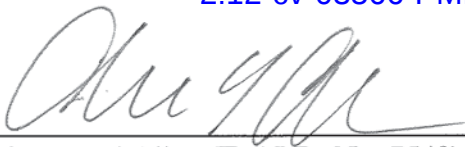
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